

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE NEWTON PUBLIC SCHOOLS***

**PROJECT MANUAL:  
SUPPLY AND DELIVER  
PLASTIC TRASH BAGS**

***INVITATION FOR BID #09-82***

**APRIL 2009**

**David B. Cohen, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID # 09-82**

The City of Newton invites sealed bids from Contractors for:

**NPS – SUPPLY & DELIVER PLASTIC TRASH BAGS**

Bids will be received until: **11:30 a.m., April 30, 2009.**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Bids will then be reviewed and awarded to the lowest, responsive, responsible bidder.

Contract Documents will be available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or at the Purchasing Department after **10:00 a.m., April 16, 2009**. There will be no charge for contract documents.

Bid Results for the previous Bid (#08-53) are located on the City's website mentioned above.

Bid surety is not required.

Multiple awards may occur under this contract. Award will be made to the lowest, responsive, and responsible bidder per line item. **This will be a one time purchase. Deliveries to all 22 schools is required within 30 calendar days upon receipt of the awarded Purchase Order.**

All bids are subject to the provisions of M.G.L. Chapter 30B.

Delivery shall be F.O.B. Newton, Massachusetts. Inside deliveries shall be made to approximately 22 schools.

All bids shall be submitted as **one ORIGINAL and one COPY**.

Some City of Newton bids are available on the City's web site, [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids), Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax, (617) 796-1227 or e-mail, [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), the Purchasing Dept. with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

The City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli  
*Chief Procurement Officer*

April 16, 2009

# **CITY OF NEWTON, MASSACHUSETTS**

## **PURCHASING DEPARTMENT**

### **GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the location in the City Newton, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
9. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
10. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
11. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
12. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
13. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
14. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
15. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the

material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

17. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.

18. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

19. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #09-82**

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**NPS - SUPPLY AND DELIVER PLASTIC TRASH BAGS**

for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_.

- C. The Bidder proposes to furnish and deliver the materials specified at the following price(s):

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Qty</u>	<u>Total</u>
CLEAR PLASTIC LINER 30" x 36" 1.25 MIL. FOR 30 GAL. CONTAINERS. LLPD, FLAT SEAL (no star or gussit), WEIGHT PER CASE 22.5 LBS. <b>SAMPLE REQUIRED.</b>	CASE/250	\$_____	<u>865</u>	\$_____
CLEAR PLASTIC LINER 38" x 60" 2.0 MIL. FOR 60 GAL. CONTAINERS. LLPD, FLAT SEAL (no star or gussit), WEIGHT PER CASE 30.4 LBS. <b>SAMPLE REQUIRED.</b>	CASE/100	\$_____	<u>981</u>	\$_____
CLEAR PLASTIC LINER 38" x 32" x 60" 2.0 MIL. FOR HAMPERS. LLPD, FLAT SEAL (no star or gussit), WEIGHT PER CASE 56 LBS. <b>SAMPLE REQUIRED.</b>	CASE/100	\$_____	<u>25</u>	\$_____

**Deliveries to all 22 schools is required within 30 calendar days upon receipt of the awarded Purchase Order.**

**COMPANY:** \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_  
(Name of Bidder)  
BY: \_\_\_\_\_  
(Printed Name and Title of Signatory)  
(Business Address)  
(City, State Zip)  
\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

# **NEWTON PUBLIC SCHOOLS**

## **PLASTIC LINERS**

### **1.0 Scope**

- 1.0 Newton Public Schools is accepting bids for clear plastic liners. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract(s). Bid awards will be made on a per line item basis to the lowest responsive and responsible bidder.
- 1.1 Quantities specified are based on a census taken by Newton Public Schools. Newton Public Schools reserves the right to increase or decrease quantities to be ordered within the time limits set forth in the bid.
- 1.2 All prices shall be F.O.B. Destination inside individual schools.

### **2.0 Description and Quality**

- 2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Contractors shall guarantee quality control of all goods at no additional cost to the City. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.
- 2.2 Newton Public Schools encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service:
  - 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature;
  - 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and
  - 3) recognition of cost and performance remain critical factors in all purchasing decisions.All products must be latex free and nut free.
- 2.3 Material Safety Data Sheets must be forwarded to the Purchasing Department, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460, within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

### **3.0 Delivery**

- 3.1 All packages, cartons, or other containers must be clearly marked with a) the school designation, b) a packing slip with contents or item number from specifications, c) the number of boxes on shipment, d) the purchase order number and e) the vendor's name and order number.
- 3.2 Deliveries shall be made to approximately twenty-two (22) schools as per the bid award schedule. All deliveries shall be made to the inside of the buildings and contractors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.



- 3.3 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Forty-eight (48) hours' notice of delivery is required by contacting Purchasing 617-559-9050. Newton Public Schools shall not be responsible for deliveries that cannot be made because notice was not received in time.
- 3.4 Deliveries are to be made to **all 22 schools** and completed **within thirty (30) calendar days** after receipt of the order unless otherwise indicated or notified by the Contractor and approved in writing by the Coordinator of Purchasing, Newton Public Schools.

#### **4.0 Payment**

- 4.1 Invoices shall be billed to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460.
- 4.2 Invoices must be in triplicate, by school, including the a) purchase order number, b) school name, c) item number, d) quantities, e) description, f) unit price and g) totals.

**END OF SECTION**